

**Video Services Agreement
Video Services Board**

THIS AGREEMENT, entered into this _____ day of 2000, by and between the BOARD OF SUPERVISORS of the COUNTY of YORK and the COUNTY SCHOOL BOARD OF YORK COUNTY, political subdivisions of the Commonwealth of Virginia.

WITNESSETH:

That for, and in consideration of, the mutual covenants contained herein, and for other good and valuable consideration, the Board of Supervisors of the County of York (hereinafter "County") and the County School Board of the York County (hereinafter "School Board"), pursuant to the authority granted in § 15.2-1300 of the Code of Virginia, as amended, do hereby agree to jointly undertake the establishment and operation of a Video Services Division and the creation of a Video Services Board for the purposes, and in accordance with the terms and conditions, set forth below:

1. Purposes.

a. This Agreement establishes and sets forth operational arrangements regarding the Video Services Division. The Video Services Division is a single division charged with the management and provision of video services and the operation of access channels for the County and the School Board. Access channels shall be defined as the education and government access channels provided to the aforementioned parties by Cox Cable York County pursuant to Section 6 of the Cable Franchise Agreement granted to Cox Cable by the County on August 20, 1997, and any future channels provided to the aforementioned parties by any cable operators franchised by the County.

b. Said management and service provision shall be accomplished by the consolidation of YC36, YC37 and YC38 (to be known as YC46, YC47 and YC48), and York Broadcast Center funding, personnel, and television/ video-related resources.

c. This Agreement also establishes a Video Services Board (the "Board") as a separate entity to oversee operations of the Video Services Division. The composition, duties,

responsibilities, and authority of the Board shall be as set forth herein.

d. Activities addressed in this Agreement shall serve to enhance not only the effectiveness of communications from the County and the School Board to the York County community but also to expand instructional opportunities for York County students enrolled in television classes conducted in the York Broadcast Center.

2. Term of Agreement.

a. This Agreement shall become effective _____, 2000.

b. This Agreement may be terminated at any time by mutual written agreement of the parties hereto, or by either party upon twelve (12) months' written notice.

3. Nature of Agreement.

The legal relationship between the parties hereto shall, for purposes of this Agreement, be a "joint venture."

4. Video Services Board.

a. Composition.

(i) The Video Services Board (hereinafter "Board") shall be composed of three (3) members: a County representative appointed by the County Administrator, a School Board representative appointed by the School Superintendent, and one (1) additional member, not an employee of either party to this Agreement, who has television/video-related experience. The non-employee member shall be appointed by the County Administrator and the Superintendent of Schools, and shall serve as Chairperson of the Board. Board members representing the County and School Board, respectively, may designate a representative to attend meetings and act in their absence.

(ii) Whenever there is a vacancy on the Board, the remaining members of the Board shall recommend one or more individuals who are qualified and willing to fill the vacancy. The Board's recommendations shall be submitted to the County Administrator and the Superintendent of Schools who shall make the appointment to fill the vacancy. The appointment may be made from the list

of recommended candidates; provided however, that the County Administrator and Superintendent of Schools shall not be required to make the appointment from such list.

b. Meetings.

(i) The Board shall meet periodically but not less than once a quarter to discuss matters referred to it by the Manager of the Video Services Division, the Superintendent of Schools, and/or the County Administrator. In the event an issue(s) requires resolution prior to a scheduled meeting, the chairperson of the Board shall call a special meeting of the Board.

(ii) A quorum for conducting business comprises all three (3) members of the Board or their designated representatives.

c. Duties. The Board shall:

(i) Resolve video production issues that the Manager of the Video Services Division is unable to resolve. In the event that either of the parties to this Agreement are unwilling to accept or abide by the decision of the Manager, said decision may be appealed to the Board for resolution. The Board, in executive session, shall consider all such appeals, if authorized by law, and the decision of the Board shall be final and binding. Prior to the appeal of any issue to the Board, the party involved shall meet with the Manager and attempt to resolve the matter.

(ii) Establish general policies, procedures, rules, and regulations regarding the use of the facilities, equipment, and personnel of the Video Services Division.

(iii) When a new Manager of the Video Services Division must be hired, recruit and screen applicants and identify a candidate to recommend to the County Administrator for hiring.

(iv) Supervise the Manager within the terms of this Agreement, including endorsing or recommending disapproval of the Manager's proposals for implementing or revising practices and procedures that are forwarded to the County Administrator and Superintendent of Schools

for final action.

(v) Submit an annual report to the Superintendent of Schools and the County Administrator regarding the operation of the Video Services Division.

(vi) Administer the County's Performance Management System (PMS) with respect to the Manager. Accomplishing the PMS will include consideration of comments from the organizational liaison staff.

(vii) Administer the County's Disciplinary Policy, if necessary, with respect to the Manager. *All recommendations for disciplinary actions shall be forwarded to the County Administrator for approval with a copy sent to the Superintendent of Schools.*

(viii) Recommend the annual budget of the Video Services Division to the County Administrator and the Superintendent of Schools for funding. The annual budget shall be based on the following planning factors:

(a) The cost of maintaining and operating the York Broadcast Center, to include all utilities, custodial services, and corrective and preventive maintenance of the building and installed systems, shall be borne by the School Board.

(b) The staff salary budget shall identify each staff position and the County or School Board as funding source for that position.

(c) Support costs and overhead costs not mentioned in subparagraph (a) above shall be shared equally by the County and School Board.

(ix) Request additional budgetary funding as may be needed to maintain the ongoing development of the Video Services Division.

5. Video Services Personal Property

a. Acquisition.

(i) All physical resources currently utilized by YC36, YC37, YC38 (to be known as YC46, YC47 and YC48), and the York Broadcast Center, except as excluded herein, and all

items acquired in the future through the Video Services Division budget will be held and coordinated through the Video Services Division. Coordination of physical resources is defined as the authority to determine the utilization, application, location, and disposition of said resources. Ownership of the physical resources will remain with the initial purchaser or contributor. A physical inventory of all physical resources shall be maintained through the County inventory system, and copies of such inventory will be made available to the Board.

(ii) Equipment installed in the York Broadcast Center by the School Board to support television courses listed in the Program of Studies is excluded from this consolidation, but such equipment shall be made available for use by the Video Services Division to the maximum extent permitted by television course requirements of the Program of Studies.

(iii) All future acquisition of television/video-related equipment will be requested through the Video Services Division budget, to be effective beginning with Fiscal Year 2002.

b. Disposition. Upon termination of this agreement as specified in Section 2 above, all property held by the Video Services Division shall be disposed of as follows:

(i) Property purchased or contributed solely by the County shall become the sole property of the County.

(ii) Property purchased or contributed solely by the School Board shall become the sole property of the School Board.

(iii) Property purchased or contributed by both parties shall be disposed of:

(a) By sale as authorized by the Board, with proceeds being distributed according to a party's pro rata share of the original purchase or contribution; or

(b) By purchase from the Video Services Division by either party upon payment to the other party of its pro rata share of the depreciated value of the original purchase or contribution.

(c) Any disputes regarding disposition of Video Services property

shall be submitted to the Board whose decision shall be final and binding.

6. Manager of the Video Services Division.

a. Duties.

(i) Ensure the efficient and effective utilization of Video Services Division facilities, equipment, and personnel. To enable the Manager of the Video Services Division to ensure said efficiency, the Manager shall have the authority to determine all aspects of utilization (including, but not limited to, configuration, programming, production, and scheduling) of the facilities, personnel, and physical resources of the Video Services Division

(ii) Ensure efficient and effective broadcast management of cable access channels.

(iii) Hire all Video Services Division personnel other than those initially transferred from the County and Schools; and serve as a member of the panel of York High School faculty which interviews candidates to teach television courses listed in the Program of Studies. For purposes of the County's Grievance and Disciplinary Procedures, the Manager will exercise all authority of a County department head.

(iv) Provide technical consulting/support services to other County and School departments as requested to the extent that resources allow.

(v) Perform such other duties as shall be determined by the Board.

(vi) Assist School Board staff in the purchase of new equipment for use in Program of Studies television courses.

b. The Manager shall coordinate production activities with the School Board's teacher of television courses

(i) to realize optimum use of the equipment by the Division of Video Services for production purposes within the limits of the Program of Studies; and

(ii) to offer to students increased instructional opportunities by including

students in video production work as feasible

7. Video Services Division Personnel.

The initial full-time staff shall be comprised of a manager whose duties are set forth herein; two video production specialists; and one video production technician.

The initial part-time staff shall include the School Board's television teacher during specified summer months and one production assistant who shall be a full-time School Board employee and who shall serve as follows: On regular class days during the school year, this staff member shall serve as a teacher assistant to the television teacher during class hours and as a support staff member to the Manager during the other two hours of the work day and on all other days of the work year.

All full time Video Services Division personnel, with the exception of the television teacher, shall be covered under the County's pay plan, policies, and procedures.

8. Organizational Liaison.

The County's Public Information Officer shall effect liaison between the Manager and the County's administrative organization. Similarly, the School Board's Communications Coordinator shall effect liaison with the School Board's administrative organization. These liaison staff members shall work with the Video Services Manager to produce and coordinate the annual video production plan. They also will be the primary points of contact for dealing with general administrative issues unrelated to the operation of the York Broadcast Center.

9. General Policies regarding use of the Video Services facilities.

General policies and operating procedures governing the use of all Video Services Division facilities and equipment shall be developed by the Manager of the Video Services Division and shall be approved by the Board. The policies and procedures shall be reviewed periodically as to their effectiveness.

10. Video Services Division budget preparation and approval.

The annual budget shall be prepared according to the following guidelines:

(a) The Manager of the Video Services Division shall prepare the annual budget and submit it to the Board for review and approval.

(b) The Board shall review the budget and, following any changes it has recommended, submit it to the County Administrator and Superintendent of Schools for review and approval.

(c) The budget shall then be forwarded to Board of Supervisors, and to the extent of school funding, the School Board, for final approval and adoption.

11. Liability.

Any liability of the joint undertaking shall be divided equally between the participating parties and all settlements or judgments in satisfaction of such liability shall be shared equally by the parties hereto. Both parties shall promptly give notice of all claims.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers.

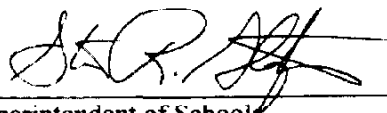
COUNTY

County Administrator

ATTEST:

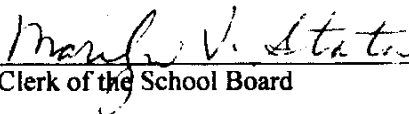
County Clerk

SCHOOL BOARD



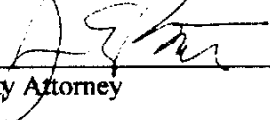
Superintendent of Schools

ATTEST:



Clerk of the School Board

APPROVED AS TO FORM:



County Attorney